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shall forthwith revoke its authority to do business in the state, *held*, that such statute is not in conflict with the U. S. Constitution, it being a reasonable regulation for the protection of the citizens of the state. Burnam, C. J., and Barker, J., *dissenting*.

A state can exclude a foreign corporation entirely from its limits. *Bank of Augusta v. Earle*, 13 Pet. 519. *A fortiori*, it would seem that such absolute power would necessarily include the power to impose any conditions as terms of entrance, no matter how absurd, or oppressive. But such terms, conditions, or restrictions, must not be repugnant to the Constitution or the laws of the United States, *Runyan v. Costar*, 14 Pet. 122; *Del. R.R. Tax Case*, 18 Wall. 206; *Cable v. Ins. Co.* 191 U. S. 288; and a state statute imposing on a foreign corporation, as a condition on which it may do business within the state, that it file an agreement not to remove suits from state courts to courts of the United States, as well as such agreement, is void. *Nute v. Ins. Co.*, 6 Gray 174; *So. Pac. Co. v. Denton*, 146 U. S. 202; *Tex. Land Co. v. Worsham*, 76 Tex. 556. Such right of removal may of course be waived, but it may not be bartered away in advance. But when once within a state, the foreign corporation is there on sufferance only; hence, though the statute forbidding removal of causes, and a like agreement in advance, may be void, if the corporation will not abide by them, the state may recall its license and expel the corporation; and its reason for so doing will not be inquired into. *Beale, For. Corp.*, § 122; *Doyle v. Ins. Co.*, 94 U. S. 535; *Cable v. Ins. Co., supra.*

CONSTITUTIONAL LAW—INTERSTATE COMMERCE—ORIGINAL PACKAGE.—COOK V. MARSHALL COUNTY, 25 SUP. CT. 233.—*Held*, that cigarettes shipped in small packages, ten in a package, although shipped separately and not confined in any large receptacle, are not to be considered as in the original package so as to be exempt from a state tax. Fuller, C. J., Brewer, and Peckham, JJ., *dissenting*.

Up to the decision of *Austin v. Tennessee*, 79 U. S. 343, it was supposed that any package in which an article was shipped into a state was the original package. *Brown v. Maryland*, 12 Wheat. 419. In *Leisy v. Hardin*, 135 U. S. 100, kegs and cases of beer were original packages, and likewise ten pound packages of oleomargarine in *Schollenberger v. Pennsylvania*, 171 U. S. 1. In *Austin v. Tennessee, supra*, however, the test was held to be the *bona fide* intention of the shipper, as to whether the packages were gotten up merely for the purpose of evading the law. They are original packages only when they are such as are ordinarily used for the purpose of shipping that article. In that case, as in the present one, there was a strong dissenting opinion based on the ground that the original packages are what the shipper makes them for his own purposes even though they may be different from those in ordinary use. It is conceived that under the present decision the law must change with the change in the ordinary method of transportation.

CONTRACTS—EXECUTORY—REFUSAL TO PERFORM.—SWIGER V. HAYMAN, 48 S. E. 839 (W. VA.).—*Held*, that a mere declaration, by one of the parties to an executory contract, of an intention not to perform, which is retracted before any declaration has been made or act done by the other party in respect to such renunciation, does not constitute a breach of the contract.

Words or conduct relied on as a breach of the contract by anticipation must amount to a total refusal to perform, acted upon and adopted by the